

EXHIBIT 24

2004 MASTER ADVERTISING AGREEMENT

Agreement Number 750-01872-2004

MASTER ADVERTISING AGREEMENT

Between

Cellco Partnership d/b/a Verizon Wireless

And

Hill, Holliday, Connors, Cosmopolous, Inc.

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Agreement 750-01872-2004
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MASTER ADVERTISING AGREEMENT

1. PARTIES

- 1.1 This Master Advertising Agreement ("Agreement") is made between Hill, Holliday, Connors, Cosmopolous, Inc. a Delaware corporation with offices at 622 Third Avenue, New York, New York 10017 ("Contractor"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, having an office and principal place of business at 180 Washington Valley Road, Bedminster, New Jersey, 07921, on behalf of itself and for the benefit of its Affiliates (individually or collectively, "Verizon Wireless" unless otherwise described for a particular section).
- 1.2 An Affiliate, or group of Affiliates, that issues an Order may enforce the terms and conditions of this Agreement with respect to any Service purchased by such Affiliate(s) as though it were a direct signatory to the Agreement. Affiliate Orders may be placed as described in Section 5.

2. TERM

This Agreement shall be effective as of January 1, 2005 provided that this Agreement is signed by authorized representatives of both parties (the "Effective Date"). Unless terminated in accordance with Section 11, this Agreement shall continue in effect for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, this Agreement will be automatically extended for subsequent one-year periods (each a "Renewal Term") on each January 1st, unless a party provides ninety (90) days' prior written notice to the other party of its intent not to renew or it is otherwise terminated in accordance with Section 11. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term".

3. DEFINITIONS

The terms defined in this Section shall have the meanings set forth below whenever they appear in this Agreement, unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision.

"Acceptance" or "Accepted" shall mean delivery to Contractor by Verizon Wireless of its written notice of acceptance pursuant to Section 9.

"Advertising" shall mean the practice of promoting Verizon Wireless products and services, generally in the form of Media.

"Affiliate" shall mean an entity that controls, is controlled by, or is under common control of Verizon Wireless.

"Competitor" shall mean (i) any Person in the wireless provider business, including providers of Commercial Mobile Radio Services, such as cellular, PCS, paging,

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Specialized Mobile Radio ("SMR"), such as dispatch radio and interconnect services for businesses, and Enhanced Specialized Radio ("ESMR"), such as digital SMR networks that provide dispatch, voice messaging and data services (ii) wireless data application and service providers and (iii) any Person whose primary business is land-based telecommunications other than Verizon Communications.

"Consultant" shall mean all individuals furnished by Contractor (employees and permitted agents and subcontractors) to perform the Services as indicated in Exhibit B or an Authorization Letter as such may be updated from time to time.

"Contractor Affiliate" shall mean Contractor's in-house production group or any other related subsidiaries or affiliates of Contractor that Contractor intends to use to perform Services.

"Creative Work" shall mean marketing and advertising materials, whether in print, video, audio, electronic or other format, including but not limited to, materials for (i) newspapers, (ii) magazines, (iii) radio broadcast, (iv) television, cable or satellite broadcast, (v) billboards, (vi) brochures and other point of sale documents, (vii) posters, (viii) direct mail, (ix) packaging, (x) sponsorships, (xi) events, (xii) websites and other digital communications.

"Intellectual Property Rights" shall mean any patent, copyright, rights in Trademarks, trade secret rights and other intellectual property or proprietary rights arising under the laws of any jurisdiction.

"Media" shall mean a medium for the delivery of Creative Work.

"Order" shall mean a service order, Authorization Letter, in the form attached hereto as Exhibit E, Quotation (as defined in Section 5.2) signed by Verizon Wireless, or other written communication and/or electronic transmission that Verizon Wireless may deliver to Contractor for the purchase of Service.

"Ongoing Services" shall mean those Services set forth in Exhibit A, Section 1, and Exhibit A-1 to be provided by Contractor, in accordance with the forecasts, as such may be updated by the parties for the following calendar year by December 31st of the current year.

"Person" shall mean any individual person, corporation, subsidiary, partnership, co-partnership, limited liability company, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, or other entity, however organized.

"Service" shall mean all services, including Ongoing Services, described within this Agreement and the exhibits attached hereto, and as such may be further defined in an Order.

"Territory" shall mean the United States of America, including its territories and possessions.

"Third-Party Services" shall mean goods or services Contractor purchases for Verizon Wireless as set forth in and authorized by this Agreement including, without limitation, freelancers. Such Third-Party Services shall be used only in the event that Contractor does not have the personnel and/or facilities to deliver such goods or perform any such Services.

"Third-Party Supplier" shall mean any Person not a party to this Agreement, including Talent (as such term is hereinafter defined in Exhibit A), providing Third-Party Services.

"Trademarks" shall mean any trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers.

"Verizon Wireless Marks" shall mean those Trademarks of Verizon Wireless as set forth on Exhibit G and such other Trademarks, if any, as Verizon Wireless may, from time to time, notify Contractor in writing, or that Contractor can reasonably deduce, to be "Verizon Wireless Marks" within the meaning of this Agreement.

4. SCOPE

- 4.1 Contractor shall furnish certain Advertising and marketing related Services as more specifically described in this Agreement and the Exhibits attached hereto, for Annual Fees (as defined in Exhibit B) calculated as set forth in Exhibit B, and as may be specified in an Order issued in accordance with Section 5.
- 4.2 In performing any Service hereunder, Contractor shall render undivided loyalty and allegiance to Verizon Wireless in relation to the subject matter of this Agreement. Contractor represents to Verizon Wireless that Contractor will not provide during the Term of this Agreement, any services to any Competitor.
- 4.3 Without limitation of other provisions of this Agreement, Contractor shall not act, directly or indirectly, in a manner that may damage or disparage the goodwill or reputation of Verizon Wireless or its products or services.
- 4.4 Without limitation of Section 4.2, during the Term of this Agreement and for a period of four (4) months thereafter, Contractor shall not accept an assignment from any Competitor or provide any services similar to the Services rendered hereunder to any Competitor. In the event Contractor seeks written consent of Verizon Wireless to provide services to a Competitor, Contractor shall notify Verizon Wireless in accordance with Section 25 of this Agreement. If Verizon Wireless consents, in its sole discretion, without limitation of Contractor's obligations otherwise set forth in this Agreement, Contractor shall comply with the following:

- 4.4.1 No information about Verizon Wireless may be shared with or in any manner accessible to the Competitor;
- 4.4.2 The following Consultants assigned to the Verizon Wireless account may not be assigned to a Competitor's account while working on the Verizon Wireless account or for a period of four (4) months thereafter, including, Head of Client Services, Media Director, Group Account Directors, Creative Director and Director of Analytics; and,
- 4.4.3 No Consultant assigned to a Competitor's account may also be assigned to a Verizon Wireless account, without Verizon Wireless's prior written consent.
- 4.5 Contractor shall be under a continuing obligation to advise Verizon Wireless promptly of any actual or contemplated material changes in Contractor's ownership or control or any material change to Contractor's financial position, provided that Contractor shall not be obligated to violate any SEC or other laws or regulations.

5. ORDERS

- 5.1 Contractor acknowledges that Verizon Wireless is organized into distinct areas, each consisting of a group of Affiliates, which market Verizon Wireless products and services under a coordinated marketing and Advertising program for the Verizon Wireless brand, and independently develop and manage the marketing and Advertising programs. Contractor further acknowledges that Orders may be placed by Verizon Wireless, an individual Affiliate or a group of Affiliates, which may represent one or more of the following Verizon Wireless areas or business organizations: (i) the Northeast Area, (ii) the South Area, (iii) the Mid-West Area, (iv) the West Area, or (v) Headquarters. The foregoing may be reorganized by Verizon Wireless from time to time in its sole discretion. The parties agree that Orders only need to specify Services that are in addition to those Services set forth in Exhibit A and Exhibit A-1 for the Northeast Area and that other Affiliates, Verizon Wireless areas or business organizations may attach by amendment to this Agreement or by issuing an Authorization Letter hereunder, its own Scope of Services and Compensation Exhibits. It being understood that Orders are not required to specify Ongoing Services. In the absence of Services in addition to those set forth in Exhibit A, an Order shall be issued specifying the Annual Fee(s), calculated in accordance with Exhibit B, to be paid for Ongoing Services.
- 5.2 In addition to the Ongoing Services (as set forth in Exhibit A), from time to time, Verizon Wireless may request a quotation from Contractor with respect to Additional Services or Third Party Services, as set forth in Exhibit A, that Verizon Wireless may wish to Order or any Services set forth in Exhibit A that its Affiliates may wish to order ("Quotations"). All services and materials provided by Third-Party Suppliers, including but not limited to, paper used for commercial printing and the finished printed document, shall be provided to Verizon Wireless on a pass-through (actual cost) basis with no mark-up of any kind. Unless otherwise agreed, Quotations shall be valid until the earlier of (i) ninety (90) days from the date received by Verizon Wireless or (ii) the date Contractor specifies on the Quotation that such Quotation will become outdated. Quotations must clearly state an estimate of the cost of any Third-Party Services. Contractor shall not be authorized to perform work with respect to any Quotation unless and until the Quotation has been

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accepted by Verizon Wireless. For purposes of clarity, the parties agree that Quotations are estimates and not fixed figures, provided that Contractor shall not exceed the estimated amount by more than ten percent (10%), for Orders totaling less than two hundred thousand dollars (\$200,000) or more than five percent (5%) for Orders over two hundred thousand dollars (\$200,000) and less than five hundred thousand dollars (\$500,000) or more than three percent (3%) for Orders over five hundred thousand dollars (\$500,000). In all cases, Contractor shall receive written approval of Verizon Wireless prior to incurring such excess amounts and at such time, Verizon Wireless may determine if it will require Contractor to resubmit a Quotation to Verizon Wireless in accordance with this Section and Exhibit A, Section 2.4.4.

- 5.3 Each Order for Services, including Quotations accepted by Verizon Wireless, shall contain or incorporate by reference, the following information: (1) a description of the specific Service that Contractor or Third-Party Supplier is to perform, (2) an incorporation by reference of this Agreement, (3) a project number assigned by Verizon Wireless, if any, (4) a timetable by which each identified phase of the Service is to be completed, (5) Verizon Wireless' special conditions of Acceptance, if any, (6) a description of required status reports, if applicable, (7) the location where the Service is to be performed, (8) commencement and termination dates of Service, (9) agreed upon compensation including, whether such Service shall be covered by the Annual Fee set forth in Exhibit B or a reference to the applicable Quotation, issued in accordance with Section 5.2 or an Authorization Letter, (10) maximum authorized total expenditures, if not covered by the Annual Fees set forth in Exhibit B, (11) the name of Contractor's employee(s) providing Service, including Contractor's key personnel or project representative, (12) a list of the Affiliate(s) placing the Order and (13) the Verizon Wireless person appointed a project leader ("Project Leader"). Contractor shall acknowledge acceptance or rejection of the Order within twenty-four (24) hours of receipt. For purposes of clarity, Quotations and Orders shall be subject to the mutual agreement of the parties. The terms and conditions of this Agreement will control over any pre-printed terms contained in any Quotation or Order.
- 5.4 Verizon Wireless shall have the right to modify or cancel any Service, including any Order by providing notice via facsimile, e-mail, or other written form to Contractor and, in addition, may do so without any liability therefore if such change or cancellation is issued on or before any last date to change specified by Contractor and, if applicable indicated on the Quotation or incorporated into the Order issued pursuant to 5.2 (the "LDC"). Verizon Wireless agrees to provide a minimum of twenty-four (24) hours notice for changes on planning. However, if such change or modification is issued after the LDC and increases the time of performance or the cost of Services to be performed pursuant to an Order issued based on a Quotation (and not as part of the Annual Fee set forth in Exhibit B or in an Authorization Letter), then a written adjustment shall be made to the Order. In the event, Verizon Wireless requests a change or cancels an Order after the LDC, then Contractor shall take all necessary, appropriate, and lawful steps to carry out Verizon Wireless instructions, to include mitigation of any avoidable costs, liability, or obligation. If any portion of the Service may not be cancelled without liability for such cancellation, Contractor shall notify Verizon Wireless in writing of such restriction, which notification may be provided on the Quotation. In such case, any costs, including, but not limited to, out-of-pocket expenses, arising from any commitments that have been entered into by Contractor on behalf of Verizon Wireless in accordance with this

Agreement prior to Verizon Wireless' cancellation or modification, shall be paid by Verizon Wireless.

- 5.5 Except as set forth in Section 5.2, industry practices of applying an allowable percent exceeding the amount authorized in an Order shall not pertain to this Agreement.

6. COMPENSATION AND BILLING

- 6.1 Compensation for performance of Ongoing Services under this Agreement shall be calculated as set forth on Exhibit B. For Affiliate Orders or Orders for Services not included in the Annual Fee, Verizon Wireless shall pay Contractor the amount authorized as stated in an Order, in accordance with the terms hereof.
- 6.2 In addition to the compensation set forth in Exhibit B or in an Authorization Letter, Verizon Wireless agrees to reimburse Contractor for reasonable expenses as set forth herein and in Exhibit C. Any expenses in excess of the amount authorized in Exhibit C must be approved in writing by Verizon Wireless prior to being incurred by Contractor. Contractor will be required to provide satisfactory documentation of expenses incurred and shall submit requests for payment of expenses with documentation to Verizon Wireless in accordance with the procedures outlined in Section 6.3, below. Verizon Wireless shall not reimburse Contractor for non-production travel expenses incurred in performing Service described in Exhibit A, unless otherwise agreed upon in an Order and with advance written approval from Verizon Wireless.
- 6.3 Contractor shall invoice Verizon Wireless as set forth in Exhibit D. The invoices shall be itemized with details as to all expenses, with receipts for any expenses referenced in Section 6.2 over twenty-five dollars (\$25.00). Payments of undisputed amounts shall be made within sixty (60) days from the date of receipt of each invoice.
- 6.4 Except as set forth in Section 5.2 regarding Additional Services or Third Party Services, the prices specified in this Agreement or through an Order are the total prices and there shall be no other charges whatsoever. Unless otherwise specified, the prices set forth in this Agreement or in an Order include all incidental costs, including transportation, entertainment and the use of all necessary tools, products and equipment. The prices include all taxes except those outlined in Section 19. Contractor is responsible for all of Contractor's own overhead, equipment, tools, telephone calls, transportation, materials and any costs of any nature unless this Agreement specifically provides otherwise. Contractor may not, on behalf of itself or any Third Party Supplier, charge Verizon Wireless for overtime work except as may be specifically authorized under this Agreement, or if approved by Verizon Wireless in advance.

7. MOST FAVORED CUSTOMER

Contractor warrants and represents that the Direct Salary Costs used to determine the annual fee set forth in an Authorization Letter are, in the aggregate, the actual rates paid to the staff assigned to the Account Team at the time the Authorization Letter was executed. If, during the Term of this Agreement, Contractor offers a New York office

customer, similar to Verizon Wireless, more favorable billing rates than Verizon Wireless, then Contractor shall, within thirty (30) days after the effective date of such offering, notify Verizon Wireless and at Verizon Wireless' option, all applicable Orders shall be deemed to be automatically amended to provide Verizon Wireless the more favorable rates. For purposes of this section, "similar to Verizon Wireless" shall mean in terms of: (i) billing levels, (ii) staffing and creative requirements, and (iii) is retail advertising oriented in nature.

8. RECORDS AND REPORTS

- 8.1 Contractor shall maintain complete records of all costs payable by Verizon Wireless under the terms of this Agreement for five (5) years from the date of service. Such records shall specifically include, but are not limited to, Quotations, timesheets, and Third-Party Supplier quotations and other bid documentation, invoices and proofs of performance, as applicable. All such records shall be maintained in accordance with recognized accounting practices. Verizon Wireless shall have the right, through its authorized representatives, to examine and audit such records at all reasonable times during regular business hours and at Contractor's premises. The correctness of Contractor's billing may be determined by such audits. It is specifically acknowledged and agreed that documents revealing individual employee salary or payroll information, as distinguished from aggregated Direct Salary Costs, and other confidential information relating to profitability, overhead (except for such profitability and aggregated overhead information that pertains directly to the compensation model applicable to this Agreement) or non-billable expenses of Contractor shall not be provided directly to Verizon Wireless hereunder but shall be made available to Verizon Wireless' authorized representatives.
- 8.2 If any audit reveals that Contractor has overcharged Verizon Wireless Contractor shall refund such overcharge to Verizon Wireless, plus interest fees (at the prime rate as published in the Wall Street Journal) on the overcharge within thirty (30) business days after receipt of written notice from Verizon Wireless. In addition, if the overcharge is greater than seven and one half percent (7.5%) of the billed charges, Verizon Wireless' out of pocket audit expenses shall be reimbursed by Contractor, not to exceed one hundred thousand (\$100,000) dollars. Overcharge means charges in excess of those identified in Exhibit B or in an Authorization Letter or those charges otherwise approved in accordance with this Agreement.
- 8.3 Contractor shall promptly provide Verizon Wireless (Attn: Procurement Contract Manager) with a complete copy of Contractor's parent company's 10-K's issued during or otherwise published or memorialized during the Term of this Agreement.
- 8.4 Contractor will notify Verizon Wireless' Supplier Diversity Director via e-mail at VZWSuppliers@VerizonWireless.com in writing of any third-party supplier dollars that would be reportable under Verizon Wireless' Minority-, Women-, Disabled Veteran- and Vietnam-Era Veteran-Owned Business Enterprises ("M/W/DV BE") program. Additional provisions regarding the use of M/W/DV BEs are found at Exhibit H.

9. ACCEPTANCE

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For each Service, Contractor shall continue to present creative concepts to the Verizon Wireless Project Leader until the Creative Work has been Accepted by Verizon Wireless. Contractor shall not incur any costs for which Verizon Wireless would be obligated to reimburse Contractor during this creative process or at any time prior to Verizon Wireless' Acceptance of the Creative Work unless otherwise authorized in advance by Verizon Wireless.

Furthermore, whether as agent pursuant to Section 24 or otherwise, no contract or commitment made by Contractor on behalf of Verizon Wireless shall be executed by Contractor without prior written approval by the Project Leader or by such other person or persons as may be designated in writing by Verizon Wireless. Accordingly, Contractor shall submit the following for advance written approval from the applicable Project Leader in such detail and within a timeframe as such Project Leader may reasonably request: (i) quotations for Services; (ii) plans of the proposed schedules, geographic markets and Media channels through which each Creative Work is to be placed; (iii) all scripts, print copy, artwork, direct marketing and other material for necessary legal and technical approval prior to the initial production of Creative Work, and (iv) detailed plans for any direct mail or marketing campaigns, including without limitation, proposed schedules, geographic markets and other relevant prospecting plans, methodology and data.

Prior to producing any Creative Works in finished form ("Deliverables") or committing any Verizon Wireless expenses in connection with production or otherwise, Contractor shall provide written notification of completion of Services and/or Creative Work to Verizon Wireless and obtain Verizon Wireless' prior written approval. Prior written approval may take the form of email(s). Notwithstanding the foregoing, the parties acknowledge that in those instances where prior written approval is impracticable due to reasons of timing for jobs not costing in excess of \$25,000, verbal approval by Verizon Wireless with a written confirmation within three (3) business days from Contractor shall suffice.

Contractor will review all Creative Work, including Creative Work approved in writing by a Project Leader. Such review shall include, but not be limited to, requesting and reviewing prepress proofs to ensure Deliverables are free of errors. Contractor shall be responsible for any additional costs incurred as a result of errors by Contractor or a Third-Party Supplier, in the production or proofreading of Deliverables, provided that such costs shall be limited to the cost of reproducing the Deliverables and Contractor will provide Verizon Wireless with "make good" production time and materials media time and/or space (e.g. radio time, print space, etc.) and direct mail costs sufficient to fully compensate Verizon Wireless for the error within fifteen (15) days after receiving notice of the error provided such error was not directly approved by Verizon Wireless. All warranties made by Contractor under this Agreement shall survive termination of this Agreement.

10. WARRANTIES

10.1 Contractor represents and warrants that:

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- 10.1.1 In performing Services, Contractor will strictly comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear herein or in an Order and it will perform Services on time.
- 10.1.2 All Services furnished by Contractor shall be performed (i) in a diligent, efficient and skillful manner, (ii) to the best of Contractor's ability and (iii) at the highest professional standards in the field and to the specifications agreed to in this Agreement and additional specifications agreed to from time to time by the parties.
- 10.1.3 All Services performed under this Agreement (with the exception of any materials or information provided to Contractor by or at the direction of Verizon Wireless, including, without limitation, the Trademarks listed at Exhibit G of this Agreement) do not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party.
- 10.1.4 No Service performed by Contractor shall be provided, directed, controlled, supervised, or managed and no individualized customer data (including without limitation names, addresses, billing information, mobile telephone numbers, internet addresses, called parties and specific features selected) shall be accessed or stored at, in, or through, a site located outside of the United States without the advance written consent of Verizon Wireless.
- 10.1.5 No customer data will be made accessible to any third party until such party has executed and delivered a nondisclosure agreement protecting such data in a form acceptable to Verizon Wireless.
- 10.1.6 Contractor will not arbitrarily close its office on a regularly scheduled Contractor workday unless Contractor provides at least twenty-four (24) hours notice to Verizon Wireless and provides sufficient staff and other resources required to perform Services requested or required by Verizon Wireless during such closed period.
- 10.2 Each party represents and warrants that its actions in connection with this Agreement will be in strict accordance with (a) Verizon Wireless Advertising and Consumer Clear Disclosure policies a copy of which shall be provided within thirty (30) days following execution of this Agreement and (b) all applicable federal, state, and local laws and regulations, including, but not limited to, advertising, consumer protection and unfair trade practice laws as well as the Federal Trade Commission Act and any "Little FTC" acts, and all standards and regulations of appropriate regulatory commissions and similar agencies (collectively, "Advertising Laws"). Nothing in this Section 10.2 shall be deemed to limit either party's obligations pursuant to Section 12 of this Agreement.

- 10.3 Verizon Wireless represents and warrants that all materials and/or information provided to Contractor by or at the direction of Verizon Wireless (including without limitation the Trademarks listed at Exhibit G of this Agreement) to the best of its knowledge do not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party.
- 10.4 All representations and warranties contained in this Agreement shall continue for the Term of this Agreement and shall survive its termination or expiration.

11. TERMINATION FOR CAUSE AND CONVENIENCE

11.1 Termination for Cause

11.1.1 The following shall constitute an event of default under this Agreement:

- 11.1.1.1 The filing by either party of a voluntary petition in bankruptcy.
- 11.1.1.2 Either party is adjudged bankrupt.
- 11.1.1.3 A court assumes jurisdiction of the assets of either party under a federal reorganization act.
- 11.1.1.4 A trustee or receiver is appointed by a court for all or a substantial portion of the assets of either party.
- 11.1.1.5 Either party becomes insolvent or suspends its business.
- 11.1.1.6 Either party makes an assignment of its assets for the benefit of its creditors except as required in the ordinary course of business.
- 11.1.1.7 A breach by Contractor of any of the following sections: Section 4.2, 4.3, 4.4, 13 or 17;
- 11.1.1.8 Either party fails to observe or perform any material term or condition of this Agreement (other than Sections set forth in 11.1.1.7) and such failure continues for thirty (30) days after written notice to such party.
- 11.1.1.9 Contractor closes or relocates its New York office outside of Manhattan, New York.

11.1.2 If an event of default by either party occurs, the other party may terminate this Agreement by giving written notice of termination to the defaulting party, such termination to be effective upon the date specified which shall in no event be longer than thirty (30) days after the notice of termination.

11.2 Termination for Convenience

11.2.1 Either party may terminate this Agreement for convenience (that is, for any reason or no reason) upon ninety (90) days prior written notice. Verizon Wireless may also terminate an Authorization Letter issued hereunder for any reason with respect to a particular Affiliate(s) at any time upon ninety (90) days prior written notice.

11.2.2 Verizon Wireless shall have the right, in its sole discretion, to modify, reject, postpone, cancel, or stop any and all plans, schedules, or work-in-progress, with respect to any Order, and Contractor shall immediately take proper steps in order to carry out any instructions in such regard. In such event, Verizon Wireless or the applicable Affiliate will assume Contractor's liability for all authorized commitments and reimburse Contractor for all authorized expenses, reasonably incurred that result from such actions, including but not limited to out-of-pocket expenses.

11.3. Termination of this Agreement and/or an Authorization Letter shall not affect any Order placed prior to the effective date of such termination unless otherwise stated and it is expressly agreed that the terms and conditions of the Agreement shall continue in full force and effect with respect to Services to be performed pursuant to such Order(s).

11.4 Procedures Upon Termination

11.4.1 Upon written notice of any termination of this Agreement the rights, duties and responsibilities of Verizon Wireless and Contractor, and the compensation arrangements set forth herein, shall continue in full force during the notice period. Contractor shall also maintain a full staff during said notice period to ensure that Contractor provides the full Services ordered.

11.4.2 Within a reasonable time, but in no event longer than thirty (30) days after the effective date of termination or expiration of this Agreement, Contractor shall (i) render invoices in accordance with Exhibit D for all amounts then payable by Verizon Wireless for Services and (ii) provide a report of any outstanding amounts due to Third-Party Suppliers. Within ninety (90) days after providing such report, Contractor shall provide invoices in connection with such outstanding Third-Party Supplier payments. Upon termination or expiration of this Agreement, Verizon Wireless shall reimburse Contractor for all amounts then outstanding under contracts with Third-Party Suppliers entered into by Contractor and approved by Verizon Wireless in connection with the Services of Contractor pursuant to this Agreement.

11.4.3 Upon notice of termination of this Agreement, Contractor shall and by a reasonable date to be specified by Verizon Wireless, transfer, assign, and make available to Verizon Wireless or its representative all property and material in the possession or

control of Contractor or any Third-Party Supplier which, pursuant to the terms of this Agreement, is the property of Verizon Wireless, including but not limited to all Creative Work, Deliverables, information regarding Verizon Wireless' marketing, Media, and promotional concepts and plans.

11.4.4 Upon termination of this Agreement, and upon full payment of all undisputed sums due Contractor, any contract that Contractor has entered into, amended or renewed with any Third-Party Supplier or any Talent, shall, simultaneously on the effective date of such termination, be automatically assigned to Verizon Wireless or to a third party designated by Verizon Wireless if provided for in such contract and if not so provided, Contractor shall not challenge or object on any ground to Verizon Wireless or a third party designated by Verizon Wireless entering into a direct contract with such Third-Party Supplier or Talent. Verizon Wireless shall assume all of the rights and obligations under said contracts arising thereafter and Contractor shall be relieved of any further responsibility or liability with respect thereto, provided that such agreements are entered into in accordance with this Agreement. Verizon Wireless shall indemnify, defend and hold Contractor harmless from and against any loss, cost, liability or damage (including attorneys' fees and costs) resulting from any claim, suit or proceeding made or brought against Contractor based upon a claim arising from or relating to acts or omissions arising after the assignment of said contracts.

11.4.5 Contractor agrees to cooperate with Verizon Wireless in transitioning Services to Verizon Wireless, or as designated and directed by Verizon Wireless.

11.5 Payment Upon Termination

Verizon Wireless shall be liable to pay the pro-rata portion of the fee set forth in an Authorization Letter and compensation as set forth in this Agreement, an Authorization Letter or an Order. Upon termination, (i) if Contractor has received advance payment of any portion of the annual fee or any portion of payment due in connection with a particular Order, Contractor shall refund to Verizon Wireless the pro-rata portion of the annual fee, or amount authorized in such Order, in excess of the amount owing up to the date of termination and (ii) Verizon Wireless shall reimburse Contractor for any costs incurred by Contractor on behalf of Verizon Wireless prior to the date of termination, provided such costs were approved in accordance with the terms of this Agreement. Unless otherwise agreed to by the parties, Contractor shall not be entitled to any compensation, reimbursement or commission following the effective date of termination. Effective date of termination shall include the 90-day notification period.

11.6 The foregoing rights are in addition to, and not in limitation of, any other remedy either party may have at law or equity, all of which are hereby expressly reserved.

12. INFRINGEMENT

12.1 Contractor shall indemnify, defend and hold harmless Verizon Wireless, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Verizon Wireless Indemnified Parties")

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from any third-party claims, demands, lawsuits, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Contractor IP Claims") arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the Service, the Creative Work or Deliverables, provided that this indemnity shall not apply to (a) any materials or information provided to Contractor by or at the request of Verizon Wireless, including without limitation the Trademarks outlined at Exhibit G, (b) to any New Marks approved by Verizon Wireless in accordance with Section 13.4.2, and (c) any Creative Work or Deliverables which have been altered by or at the direction of Verizon Wireless, but only to the extent such Contractor IP Claim arises from such alteration. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, Section 22), the provisions of this Section 12, shall govern the rights of Indemnified Parties with respect to indemnification for IP Claims.

- 12.2 Verizon Wireless shall indemnify, defend and hold harmless Contractor, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Contractor Indemnified Parties") from any third-party claims, demands, lawsuits, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Verizon Wireless IP Claims") arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with (a) any materials or information provided to Contractor by or at the request of Verizon Wireless, including without limitation the Trademarks outlined at Exhibit G, (b) any New Marks approved by Verizon Wireless in accordance with section 13.4.2, and/or (c) any Creative Work or Deliverables which have been altered by or at the direction of Verizon Wireless, but only to the extent such Verizon Wireless IP Claim arises from such alteration. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, Section 22), the provisions of this Section 12, shall govern the rights of Contractor Indemnified Parties with respect to indemnification for Verizon Wireless IP Claims.
- 12.3 The procedures set forth in Section 22 shall apply in the case of Contractor IP Claims and Verizon Wireless IP Claims hereunder.

13. CONFIDENTIAL INFORMATION

13.1 Confidential Information

The non-disclosure provisions set forth as Exhibit F shall apply to this Agreement. Absent written approval of Verizon Wireless, Contractor shall not disclose any Confidential Information, as defined in Exhibit F to any Affiliate ordering hereunder unless such information pertains to that Affiliate. Neither party shall disclose such Confidential Information to its agents, contractors, or others without the prior written

approval of the disclosing party; and in the event of such approval, Contractor shall obtain their written agreement in a form substantially similar to that contained in Exhibit F to protect Confidential Information provided hereunder. Each Contractor employee performing Services under this Agreement shall sign a non-disclosure agreement in the form of Exhibit F and each Contractor employee and freelancer hereafter assigned to perform Services hereunder shall, prior to commencing such Services, sign a non-disclosure agreement in the form of Exhibit F. Contractor shall require each Contractor employee and each Consultant with access to Verizon Wireless Confidential Information to annually execute a non-disclosure agreement in the form of Exhibit F and Contractor shall be directly liable for any failure to comply with this Section and any breach or disclosure of Confidential Information by any of its employees or any Consultant.

13.2 Ownership And Care Of Work Product And Intellectual Property

13.2.1 Work Product

Provided that Verizon Wireless has paid all undisputed sums due Contractor hereunder, and subject to Third Party Rights (as defined in Section 13.2.4) any and all Creative Work, Deliverables, copy, photographs, artwork, drawings, layouts, plans, commercials, musical themes, concepts, ideas, names, trademarks, service marks, trade names, logos, slogans, graphic and other creative products or designs, messages, taglines, themes, action programs, data, notes, models, prototypes, listings, technical data and other materials in any media developed, created or produced by or for Contractor in connection with or pursuant to the terms and conditions of this Agreement (including any reports to be prepared by Contractor for Verizon Wireless under this Agreement and any and all original research used in such reports or research customized for Verizon Wireless or specifically requested by Verizon Wireless regardless of the form of such research) ("Work Product"), but specifically excluding secondary research reports and all computer programs and proprietary tools (including but not limited to software, methodologies and formulae of Contractor) and all intellectual property rights embodied in such Work Product shall be and remain the exclusive property of Verizon Wireless, and Verizon Wireless shall have the rights to use such for any lawful purpose without any additional compensation to Contractor or any Third-Party Supplier, other than fees, if any, due in connection with use of Advertising incorporating Talent (as set forth in Exhibit A). Contractor shall take reasonable care of all Work Product in its possession, and shall deliver such Work Product to Verizon Wireless or the successor Contractor designated by Verizon Wireless immediately upon expiration or termination of this Agreement or upon the earlier request of Verizon Wireless.

During the Term, Contractor shall keep all Work Product that is less than one (1) year old on-site at Contractor's offices. Work Product that is more than one (1) year old, but less than three (3) years old, may be stored off-site by Contractor. Work Product that is more than three (3) years old shall be returned to Verizon Wireless or, otherwise disposed of as directed by Verizon Wireless.

13.2.2 Copyrights

Contractor agrees by this written instrument, for purposes of Title 17 of the United States Code, that subject only to Third Party Rights in connection with such Work Product (a) all Work Product is and shall be considered a work made for hire exclusively for Verizon Wireless and (b) Verizon Wireless shall be considered the sole author of, and shall own all right, title and interest in and to the copyrights in such Work Product.

If any Work Product shall not be deemed to be a work made for hire exclusively for Verizon Wireless under 17 U.S.C. § 101, Contractor, subject only to Third Party Rights set forth in Section 13.2.4 in connection with such Work Product, hereby assigns, conveys, transfers and delivers and agrees to assign, convey, transfer and deliver to Verizon Wireless its entire right, title and interest in and to such Work Product, including all copyrights therein. Contractor further agrees, subject only to Third Party Rights in connection with such Work Product, to execute or cause to be executed whatever assignments of copyright and ancillary and confirmatory documents in said Work Product as may be required or appropriate so that title to the Work Product and to the copyrights therein will be clearly and exclusively held by Verizon Wireless or any nominee thereof.

Further, provided Verizon Wireless has made full payment of all undisputed sums due Contractor hereunder, Contractor grants to Verizon Wireless a perpetual, royalty-free, nonexclusive, transferable, sublicensable, and irrevocable license to any and all of Contractor's copyrighted or copyrightable works which are embedded in Work Product to the extent such are required to enable Verizon Wireless to receive the full benefit of such Work Product.

13.2.3 Waiver of Rights

Contractor unconditionally waives all moral rights in any Work Product created hereunder, including works that are, or will be, assigned to Verizon Wireless, or in which Verizon Wireless acquires licenses or other rights, under this Agreement or any other agreement between the parties. Specifically, Contractor waives the right to have any authorship in such works attributed to it and waives any right to require Verizon Wireless to refrain from, or require Contractor's consent to, making any and all modifications, additions or deletions to such works.

13.2.4 Third Party Rights

With respect to any rights and licenses that Contractor may have obtained or acquired from third parties, Verizon Wireless acknowledges and agrees that Contractor may grant to Verizon Wireless only such rights and licenses as outlined in agreements with third parties, provided that Contractor shall obtain all necessary releases, licenses, permits, and other authorization to use any and all copyrighted, copyrightable, or other protected properties or works belonging to third parties which are incorporated in, or necessary or useful in order to realize

the full benefit of any Work Product or other materials furnished to Verizon Wireless, and shall inform Verizon Wireless in writing in advance of any limitations imposed upon Verizon Wireless' use of any such copyrighted, copyrightable, or other protected properties or works belonging to third parties (collectively, the "Third Party Rights").

13.2.5 Authority; Further Agreements

Contractor warrants and represents that it has or will have the right, through written agreements or otherwise, to secure for Verizon Wireless the rights called for in this Section. Further, if Contractor uses any subcontractor, consultant or Third-Party Supplier to perform any of the Services contracted for by this Agreement, Contractor agrees to enter into such written agreements with such subcontractor, consultant or Third-Party Supplier, and to take such other steps as are or may be required to secure for Verizon Wireless the rights called for in this Section.

13.2.6 impactLab and OfferLab (impactLab formerly Offerlab)

Notwithstanding the above, impactLab and OfferLab, a registered trademark product of Contractor, shall remain the property of Contractor. Verizon Wireless agrees that the research methodology technique and analysis tools in impactLab and OfferLab remain the sole exclusive property of Contractor. Contractor agrees that the data and reports produced on behalf of Verizon Wireless, that have been requested, paid and provided to Verizon Wireless shall remain the property of Verizon Wireless. In addition, all relevant data associated with Verizon Wireless and the work performed on behalf of Verizon Wireless by Contractor shall remain the exclusive property of Verizon Wireless and shall be stricken from the impactLab and OfferLab databases upon the effective date of termination of this Agreement.

13.3 Verizon Wireless' Property

Title to all property owned by Verizon Wireless and furnished to Contractor shall remain in Verizon Wireless.

Any property owned by Verizon Wireless and in Contractor's possession or control shall be used only in the performance of this Agreement unless authorized in writing by Verizon Wireless. Contractor shall adequately protect such property, and shall deliver or return it to Verizon Wireless or otherwise dispose of it as directed by Verizon Wireless.

Contractor shall be responsible for any loss of or damage to property owned by Verizon Wireless and in Contractor's possession or control.

13.4 Trademarks And Trade Names

13.4.1 Verizon Wireless Marks License

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13.4.1.1 Subject to Section 13.4.3, below, Verizon Wireless hereby grants Contractor the non-exclusive, royalty free, personal, revocable, non-transferable right to use, reproduce, publish, perform and display the Verizon Wireless Marks during the Term, strictly in connection with the terms of this Agreement and any applicable Order, and only with the prior written consent of Verizon Wireless.

13.4.1.2 Contractor shall immediately and fully correct and remedy any deficiencies in its use of the Verizon Wireless Marks and/or the quality of any materials, activities, products, or services it offers or markets in conjunction with the Verizon Wireless Marks, upon written notice from Verizon Wireless. If such deficiencies are a result of Contractor's failure to comply with Verizon Wireless' guidelines, such corrections shall be at Contractor's sole cost and expense.

13.4.2 Creation of New Verizon Wireless Marks

13.4.2.1 Without limitation of any other provisions in this Agreement, in performing Services under this Agreement, Contractor may develop potential new trademarks, service marks, names, slogans, logos, domain names or phrases ("New Marks") for use in Advertising and/or Media. Contractor shall provide a list of all potential New Marks to Verizon Wireless.

13.4.2.2 Contractor will not use any New Marks, unless such New Mark has been previously approved by Verizon Wireless' trademark counsel. Contractor agrees that such New Marks are and shall remain Verizon Wireless' sole property and shall be deemed Verizon Wireless Marks.

13.4.2.3 Contractor shall cooperate fully with Verizon Wireless in regard to obtaining trademark protection for such New Marks in the name of Verizon Wireless and defending any such rights obtained.

13.4.3 Use of Marks

13.4.3.1 Prior to the first use of any Verizon Wireless Mark in the manner permitted herein, Contractor shall submit a sample of such proposed use to Verizon Wireless for its prior written approval of such use. In addition, if there are modifications to a use of a Verizon Wireless Mark after the first approved use of such, such modifications must be submitted to Verizon Wireless for approval prior to the modified use.

13.4.3.2 Without limiting the generality of the foregoing, Contractor shall strictly comply with all standards with respect to the use of the

Verizon Wireless Marks of which Contractor has been provided in Exhibit G and which may be furnished by Verizon Wireless from time-to-time, and all uses of the Verizon Wireless Marks in proximity to the trade name, trademark, service name or service mark of Contractor, any Third-Party Supplier or any other third party shall be consistent with the standards furnished by Verizon Wireless.

13.4.3.3 Unless otherwise directed by Verizon Wireless, Contractor shall not create a combination mark consisting of one (1) or more Verizon Wireless Marks and any other Trademark.

13.4.3.4 All uses of Verizon Wireless Marks shall inure to the benefit of Verizon Wireless. Contractor hereby acknowledges and agrees that, as between the parties hereto, Verizon Wireless is the owner of the Trademarks identified as its marks on Exhibit G to this Agreement, and all goodwill associated therewith shall inure to the benefit of Verizon Wireless.

13.4.3.5 At any time, Verizon Wireless may update or change the list of Verizon Wireless Marks usable by Contractor hereunder, by written notice to Contractor.

13.4.4 Limitations

13.4.4.1 Contractor and Contractor Affiliates shall have no right to reproduce or sublicense, resell or otherwise distribute all or any portion of the Verizon Wireless Marks or materials to any person other than as provided for in this Agreement.

13.4.4.2 During the Term of this Agreement, Contractor shall not use, register, or attempt to register, in any country, any name or trademark identical or confusingly similar to the Verizon Wireless Marks.

13.4.5 A violation of any of the provisions of this Section 13.4 will cause irreparable harm and injury to Verizon Wireless and Verizon Wireless shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining Contractor from doing or continuing to do any such act and any other violations or threatened violations of this Section 13.4.

14. **PUBLICITY AND DISCLOSURE**

Each party agrees not to provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party (other than to each party's attorneys and

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accountants or auditors, or to each party's parent corporation) without the prior written consent of the other party. Each party further agrees to submit to the other party's Corporate Communications Department or other specified individuals for written approval, all advertising, sales promotion, press releases and other publicity matters relating to the existence of this Agreement or the provisioning of services by Contractor. When Contractor sends such requests to Verizon Wireless, the requests shall be sent to:

Vice President -- Corporate Communications
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to:

Area Vice President -- Marketing
100 Southgate Parkway
Morristown, New Jersey 07960

15. COMPLIANCE WITH LAWS

Each party shall comply with the provisions of all consumer clear disclosure and unfair trade practice obligations, any ethical codes or procedures promulgated by Verizon Wireless (and provided to Contractor in writing) and applicable consultants, and all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in providing products and/or Services and in performing its other obligations under this Agreement and applicable equal employment opportunity laws, rules and regulations, which are expressly incorporated herein by reference. Nothing in this Section 15 shall be deemed to limit either party's obligations pursuant to Section 12 or 22 of this Agreement.

16. FORCE MAJEURE

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party ("Condition"). If any such Condition occurs, the party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the party so affected shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease.

17. ASSIGNMENT

The rights, obligations, and other interests of either party shall not be assigned by that party, in whole or in part, without the prior written consent of the other party and any purported assignment of same shall be void; provided that Verizon Wireless shall have the right to assign this Agreement to any parent, subsidiary or Affiliate, provided further that such assignment by Verizon Wireless shall not cause Contractor to violate any exclusivity or non-compete obligations it may have to any other client of Contractor.

18. SUBCONTRACTING

Contractor shall not use subcontractors to perform the Services under this Agreement except by prior written consent of Verizon Wireless. Requests by Contractor to Verizon Wireless to use subcontractors shall be in writing and shall specify the Services to be subcontracted and the identity of the proposed subcontractors. It shall be Contractor's responsibility to update Verizon Wireless as it adds or deletes subcontractors and to ensure that the subcontractors it uses are in all cases approved by Verizon Wireless. Contractor accepts full responsibility for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them to the same extent as Contractor is responsible for the acts and omissions of persons directly employed by Contractor.

If Contractor has any Contractor Affiliate or Third-Party Supplier which Contractor intends to use to perform Services, prior to the performance of any such Services Contractor shall (i) notify the applicable Project Leader in writing of the name of the Contractor Affiliate or Third-Party Supplier and its relationship to Contractor and (ii) provide the applicable Project Leader with a Quotation, in accordance with Section 5.2 and Exhibit A. Contractor agrees that any fees and costs incurred by a Contractor Affiliate or Third-Party Supplier will be billed to Verizon Wireless on a pass-through (actual cost including payroll taxes) basis with no mark-up of any kind. In the event that Contractor hires a freelancer to perform Services and Verizon Wireless will not be billed for these Services in any way, then Contractor shall not be obligated to provide prior notice and a Quotation to the Verizon Wireless Project Leader.

19. TAXES

- 19.1 Verizon Wireless shall, as required by law, pay all United States state and local sales and use tax or other similar United States transfer tax in the nature of sales or use tax, however denominated (each, a "Tax"), which is directly and solely attributable to purchases by Verizon Wireless from Contractor for consideration under this Agreement. Contractor shall bill such Tax to Verizon Wireless in the amount required by law, separately stating the amount and type of the billed Tax on the applicable invoice; Verizon Wireless shall pay such billed amount of Tax to Contractor; and Contractor shall remit such billed amount of Tax to the appropriate tax authorities as required by law; provided, however, that Contractor shall not bill to or otherwise attempt to collect from Verizon Wireless any Tax with respect to which Verizon Wireless provides Contractor with (i) an exemption certificate prepared in accordance with applicable law, (ii) a direct pay number, or (iii) other evidence, reasonably acceptable to Contractor, that such Tax does not apply. Except as provided in this Section 19.1, Contractor shall bear the costs

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of all import and export duties and other governmental fees and taxes of whatever nature with respect to all Services supplied under this Agreement.

- 19.2 Upon request, Contractor shall provide Verizon Wireless with a list of those states for which Contractor does not bill and remit Taxes because Contractor does not have nexus with that state.
- 19.3 Contractor shall cooperate with Verizon Wireless so as to minimize the tax liability of Verizon Wireless, including, without limiting the generality of the foregoing, liability for Tax to be billed and collected under Section 19.1. Such cooperation shall include, without limiting the generality of the foregoing, the separate statement of taxable and nontaxable charges on all invoices, and, where applicable, the purchase of goods and services from Third-Party Suppliers on a tax-exempt basis.
- 19.4 Contractor shall cooperate with all reasonable requests of Verizon Wireless in connection with any contest or refund claim with respect to taxes. If Contractor incorrectly bills and collects Tax from Verizon Wireless and the taxing authority requires that any refund from the taxing authority be sought by the billing party, then, upon request from Verizon Wireless, Contractor shall seek the refund and remit to Verizon Wireless the amount of the refund actually obtained, together with interest, if any, actually received, promptly upon receiving such refund and interest, if any, from the taxing authority.
- 19.5 Except with respect to Taxes described in Section 19.1, if any payments made by or on behalf of Verizon Wireless under this Agreement are subject to any taxes, levies, customs, duties, deductions, charges or withholdings, or are subject to any other governmental liability or charge (including, without limiting the generality of the foregoing, any penalty, addition to tax or interest), including, without limiting the generality of the foregoing, any value added tax, consumption tax or withholding tax (each, a "Governmental Charge"), then Verizon Wireless shall receive full credit from Contractor for such amounts hereunder as if they were amounts paid directly by Verizon Wireless to Contractor with respect to the amounts payable by Verizon Wireless to Contractor under this Agreement. Upon Contractor's request, Verizon Wireless shall promptly take, at Contractor's expense, all actions reasonably requested by Contractor to mitigate the aggregate amount of Governmental Charges (including, without limiting the generality of the foregoing, the accurate completion of forms, certificates and documents and the provision of accurate, nonconfidential information to the relevant taxing authority); provided, however, that Verizon Wireless shall not be required to take any such action which would subject Verizon Wireless to any unreimbursed expense. If Verizon Wireless receives a receipt with respect to a Governmental Charge, then Verizon Wireless shall furnish to Contractor, at its address referred to herein, the original or a certified copy of such receipt.
- 19.6 For purposes of clarity, the parties agree that Contractor is acting as agent for a disclosed principal with regard to sales taxes.

20. PERMITS

Unless otherwise specifically provided for in this Agreement, Contractor shall obtain and keep in full force and effect, at its expense, any permits, licenses, consents, approvals and authorizations ("Permits") necessary for the performance and completion of Services. It shall be the responsibility of Contractor to obtain, at its expense, all Permits pertaining to the moving of Contractor's equipment and the right to perform Services in a given location and Contractor must submit to Verizon Wireless evidence of any Permits required for Contractor to perform Services in a given location.

21. PLANT AND WORK RULES AND RIGHT OF ACCESS

- 21.1 Anyone acting on behalf of one party, while on the premises of the other, shall comply with all plant rules, regulations and premises owner's standards for security.
- 21.2 Each party shall permit reasonable access during normal working hours to its facilities in connection with the Service. Reasonable prior notice shall be given when access is required in order to perform Services. It is agreed that neither party shall be required to provide unescorted access to its facilities.
- 21.3 If Contractor is given access, whether on-site or through remote facilities, to any Verizon Wireless computer or electronic data storage system in order for Contractor to accomplish the Services called for in this Agreement, Contractor shall limit such access and use solely to perform Services within the scope of this Agreement and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under this Agreement. Contractor shall limit such access to those of its employees who are qualified and required, subject to Verizon Wireless requiring written authorization, to have such access in connection with this Agreement, and shall strictly follow all Verizon Wireless' security rules and procedures for use of Verizon Wireless' electronic resources. All user identification numbers and passwords disclosed to Contractor and any information obtained by Contractor as a result of Contractor's access to and use of Verizon Wireless' computer and electronic data storage systems shall be deemed to be, and shall be treated as, Verizon Wireless Confidential Information under applicable provisions of this Agreement. Verizon Wireless reserves the right to monitor such actions by Contractor and Contractor agrees to cooperate with Verizon Wireless in the investigation of any apparent unauthorized access by Contractor to Verizon Wireless' computer or electronic data storage systems or unauthorized release of Confidential Information by Contractor.
- 21.4 Verizon Wireless reserves the right to request at any time and for any reason that specific Consultants of Contractor be removed from and not assigned by Contractor to perform Services for Verizon Wireless, and Contractor acknowledges, agrees and understands that Contractor will immediately comply with such request by Verizon Wireless; provided that under no circumstances shall Contractor be required to violate any anti-discrimination laws.

22. INDEMNIFICATION

- 22.1 Contractor shall defend, indemnify and hold harmless Verizon Wireless, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs) judgments, settlements and penalties of every kind ("Claims"), that may be made: (a) by any third party for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from (i) Contractor's negligent acts or omissions, (ii) willful misconduct of Contractor, (iii) strict liability in tort pertaining to Contractor's products (if any) and/or (iv) product liability pertaining to Contractor's products (if any); (b) by persons furnished by Contractor under Worker's Compensation or similar acts; and/or (c) by any third party and arising from or in connection with Contractor's breach or violation of any contracts or agreements entered into by Contractor on behalf of Verizon Wireless or failure by Contractor to obtain appropriate releases, waivers, permission or licenses (including, but not limited to, in connection with Talent); (d) resulting from or arising in connection with any claims by third parties for failure to comply with any local, state or federal laws, except where Verizon Wireless is obligated to indemnify Contractor pursuant to Section 22.2; and/or (e) by any third party arising from any Creative Works or Deliverables, except where Verizon Wireless is obligated to indemnify Contractor pursuant to Section 22.2; but only to the extent not caused by any alteration thereof by Verizon Wireless. The foregoing indemnity shall not apply to Claims that arise solely from the negligence, misconduct, or other fault of Verizon Wireless but shall apply to any Claim resulting from the joint negligence, joint misconduct or joint fault of Verizon Wireless and Contractor, but in such a case the amount of the claim for which Verizon Wireless is entitled to indemnification shall be limited to that portion of such claim that is attributable to the negligence, misconduct or other fault of Contractor.
- 22.2 Verizon Wireless shall defend, indemnify and hold harmless Contractor, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs) judgments, settlements and penalties of every kind ("Claims"), that may be made by (a) any third party arising from material or information (including, without limitation, material or information pertaining to the efficacy and nature of Verizon Wireless' and its Competitor's products) provided to Contractor by Verizon Wireless which is incorporated into Advertising but only to the extent not caused by any alteration thereof by Contractor and (b) by any third party for injuries (including death) to persons or damage to property resulting in whole or in part from (i) Verizon Wireless' negligent act or omissions, (ii) willful misconduct of Verizon Wireless, and/or (iii) strict liability in tort or product liability in connection with any product sold by Verizon Wireless. The foregoing indemnity shall not apply to Claims that arise solely from the negligence, misconduct, or other fault of Contractor but shall apply to any Claim resulting from the joint negligence, joint misconduct or joint fault of Verizon Wireless and Contractor, but in such a case the amount of the Claim for which Contractor is entitled to indemnification shall be

limited to that portion thereof attributable to the negligence, misconduct, or other fault of Verizon Wireless.

- 22.3 The indemnified party will provide the indemnifying party with prompt, written notice of any written Claim covered by this indemnification and will cooperate appropriately with the indemnifying party in connection with the indemnifying party's evaluation of such Claim. The indemnifying party has the right to defend and indemnified party, and shall defend any indemnified party, at the indemnified party's request, against any Claim. In all cases, and promptly after receipt of such request, the indemnifying party shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party. The indemnifying party shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each indemnified party and without an unconditional release of all claims by each claimant in favor of each indemnified party, unless each indemnified party consents to an entry of judgment without such an unconditional release.

23. INSURANCE

- 23.1 Contractor shall maintain, during the Term of this Agreement, at its own expense, the following insurance:

23.1.1 Worker's Compensation and related insurance as prescribed by the law of the state in which the work is performed;

23.1.2 Employer's liability insurance with limits of at least \$1,000,000 each occurrence;

23.1.3 Professional Liability (Errors and Omissions) covering copyright and trademark infringement with limits of not less than \$3,000,000 per occurrence; and

23.1.4 Commercial general liability insurance (including, but not limited to, premises operations, broad-form property damage, products/completed operations, contractual liability, independent contractors, personal and advertising injury) for a minimum limit of \$5,000,000 per occurrence and, if the use of automobiles is required, comprehensive automobile liability insurance, with minimum limits of at least \$2,000,000 combined single limit per occurrence. These requirements may be satisfied through a combination of primary and/or excess/umbrella policies.

- 23.2 The insuring carriers shall be rated at least A- by AM Best. Such policies shall be primary and non-contributory by Verizon Wireless. Verizon Wireless shall be named as an additional insured on all liability policies in Section 23.1.4, above. Contractor shall furnish to Verizon Wireless certificates of such insurance within ten (10) days of the execution of this Agreement and with each policy renewal. The certificates shall provide that ten (10) days prior written notice of cancellation or material change of the insurance to which the certificates relate shall be given to Verizon Wireless. The fulfillment of the obligations hereunder in no way modifies Contractor's obligations to indemnify Verizon Wireless.